

Misc 53-459

Know all men by these presents, that we, Richard Jansen and Dora M. Jansen, husband and wife, being the owners of the hereinafter described real estate, do hereby make and establish the following protective covenants, which shall cover and apply to the following described real estate:

Lots One (1) through Eighteen (18), inclusive of Block One (1) and Lots One (1) through Fourteen (14), inclusive of Block Two (2) in Lyn-Mar Subdivision, a Subdivision of all that part of the Northeast Quarter of Section Twenty-three (23), in Township One (1) South of the Base Line, in Range Nine (9) West of the Fourth Principal Meridian, which is bounded as follows: Commencing at a point on the East line of said Quarter Section Thirty-three (33) chains and Twenty (20) links South of the Northeast corner of said Quarter Section, running thence West on a line parallel with the North line of said Quarter Section to a point Nine (9) chains and fifty (50) links East of the West line of said Quarter Section, thence South on a line parallel with said West line to the South line of said Quarter Section, thence East on said South line to said East line and thence North on said East line to the place of beginning, except the West Ten (10) acres thereof, subject to easements for roadway along the South and East sides of said described tract, situated in the County of Adams and State of Illinois.

If the parties hereto, or either of them, or any heir of their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

All lots in the tract shall be known and described as residential lots.

No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed one and one half stories in height and a private garage for not more than two cars.

No building shall be located on any residential building plot nearer to the lot line than the building line indicated on the Plat of said Subdivision.

No residential structure shall be erected or placed on any building plot which shall contain less than 9,000 square feet.

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence,

said covenants shall be extended automatically for successive

except that a basement or garage may be used as a residence, for a period not to exceed six months, provided that such basement shall not be used as a temporary residence until the house is under its permanent roof.

No dwelling shall be erected on any of said lots in which the ground floor area of the main structure exclusive of one story open porches and garages shall be less than 720 square feet.

Easements are reserved as shown on the recorded Plat for utility location, construction, establishment, maintenance and operation and no permanent building or structure shall be erected on said easements.

Garages shall conform in character and design to the main structure.

No animals, birds or fowls shall be raised for commercial purposes; the only animals to be allowed on said grounds shall be family pets.

No exterior, other than frame, wood shingle, brick, stone or asbestos, shall be used upon any building upon said land, nor shall any roof other than one which shall be approved for fire insurance purposes be used.

These covenants shall take effect immediately, shall apply to all of said real estate, and shall run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1975, at which time said covenants shall be extended automatically for successive periods of five (5) years, unless altered, at the end of any five year period by vote of a majority of the lot owners in said Subdivision; each lot shall be entitled to one vote.

In Witness Whereof, the parties hereto have
hereunto signed their names and affixed their seals, this
30th day of March, 1956.

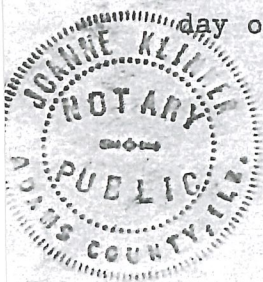
Richard C. Jansen (SEAL)

Dora M. Jansen (SEAL)

State of Illinois)
County of Adams) SS.

I, Joanne Klunnes, a Notary Public in
and for said County, in the State aforesaid, do hereby certify
that Richard Jansen and Dora M. Jansen, husband and wife,
personally known to me to be the same persons whose names
are subscribed to the foregoing instrument, as having
executed the same, appeared before me this day in person
and acknowledged that they signed, sealed and delivered
the said instrument, as their free and voluntary act, for
the use and purpose set forth.

Given under my hand and Notarial Seal, this 30th
day of March, A.D. 1956.



Joanne Klunnes
Notary Public